

IMPORTANT NOTICE: The group insurance policy in this PDF (the “Policy”) is validly issued by Cigna Health and Life Insurance Company in the state identified on the cover page of the Policy (the “Policy Issuance State”) and shall be governed by its laws. For your convenience, the Policy is hereby transmitted electronically to you, as representative of the policyholder, in lieu of physical delivery of a paper copy of the Policy in the Policy Issuance State. Your receipt of this electronic transmission constitutes official delivery of the Policy in the Policy Issuance State no less than if a paper copy of the Policy were physically delivered at a policyholder address in the Policy Issuance State. If you prefer, a paper copy of the Policy will be delivered to a policyholder address that you identify in the Policy Issuance State.

This notice is not part of the policy.

*Mailing Address: Hartford, Connecticut 06152
Home Office: Bloomfield, Connecticut*

CIGNA HEALTH AND LIFE INSURANCE COMPANY

POLICYHOLDER: Wilmington Trust National Association, BorgWarner Inc.

ACCOUNT/GROUP NUMBER: 04612A

| <u>Group Insurance Policy and Policy Number</u> | <u>Effective Date</u> | <u>Anniversary Date</u> |
|---|---------------------------|-----------------------------|
| MEDICAL BENEFITS ABROAD ® 04612A | 01/01/2020 | 01/01 |

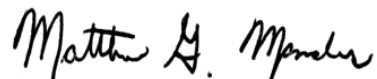
This policy is issued in Delaware and shall be governed by its laws.

**THE BENEFITS UNDER THIS POLICY ARE LIMITED TO EMERGENCY MEDICAL ILLNESS
AND INJURY OCCURRING WHILE ON INTERNATIONAL BUSINESS
TRAVEL
PLEASE READ IT CAREFULLY**

This Policy contains the terms under which the Insurance Company agrees to insure certain Employees and pay benefits.

The Insurance Company and the Policyholder have agreed to all of the terms of this policy.


Anna Krishtul, Corporate Secretary


Matthew G. Manders, President


Dawn Ford, Registrar

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THE INSURANCE SCHEDULE

The terms set forth herein and in the Certificate(s) listed below describe the insurance underwritten by the Insurance Company. These Certificates are included in and made a part of the policy(ies). Each Certificate is identified by a Certificate Number (CN).

Any reference in the certificate to "you" or "yours" refers to the Employee.

An Employee in any of the classes shown below may be insured but only for the policy(ies) listed for his Employee Class. The Effective Date shown below is the date on which a policy becomes effective for an Employee Class.

An Employee will become eligible and insured in accordance with the terms of the "Eligibility" and "Effective Date" sections of the Certificate.

| <u>GROUP POLICY(IES)</u> | | <u>EMPLOYEE CLASS</u> | |
|---------------------------|--------------------------|--|-----------------------|
| <u>Certificate Number</u> | <u>Policy(ies)</u> | <u>Eligible Employees</u> | <u>Effective Date</u> |
| CN001 | Medical Benefits Abroad® | Each Employee as reported by class to the insurance company by your Employer | 01/01/2020 |

PREMIUMS

PREMIUM PAYMENT. The first premium will be due on the Effective Date. After that, premium will be due annually unless the Policyholder and the Insurance Company agree on some other method of premium payment. The Policyholder and the Insurance Company may agree to change the method of premium payment from time to time. Premiums are payable in U.S. dollars at the Home Office of the Insurance Company or to an authorized agent of the Insurance Company.

PREMIUM DUE DATE. After the Effective Date, the Premium Due Date will be the Premium Statement Date indicated below. The Anniversary Date will be 12 months from when the policy becomes effective. If the Policyholder and the Insurance Company agree that premiums will be paid on a monthly, quarterly, semiannual or annual basis, the Premium Due Date will be at the appropriate regular interval, monthly, quarterly, semiannual or annual. Premiums must be received at the Home Office or by an authorized agent of the Insurance Company on the Premium Due Date or the policy will be cancelled except as set forth in the Grace Period.

PREMIUM STATEMENT. A Premium Statement will be prepared as of the Premium Due Date. This Premium Statement will show the premium due. If premiums are due monthly, quarterly, semiannually or annually, a Premium Statement will be prepared as of the Premium Statement Date, for the time from the previous Premium Statement Date, to the next Premium Due Date.

This Premium Statement will reflect any pro rata premium charges and credits due to changes in the number of weeks of travel and changes in insurance amounts that took place since the previous Premium Statement Date.

SIMPLIFIED ACCOUNTING. To simplify the accounting process, premium adjustments will be made on the monthly, annual, semiannual or quarterly Premium Statement Date that is the same as or next follows the date that:

- A person becomes insured.
- The amount of insurance on a person changes, but not due to a revision of The Schedule.
- A person ceases to be insured.
- The number of weeks of travel changes.

PREMIUM RATE FOR MEDICAL BENEFITS ABROAD®. The premium rate for Medical Benefits Abroad® is determined by written agreement between the Policyholder and Cigna Health and Life Insurance Company.

Premium is calculated based on the estimated weeks of travel and plan options chosen by the Policyholder. If the Insurance Company determines that the actual number of weeks of travel is materially different than estimated, the Insurance Company may adjust the premium accordingly.

CHANGE IN METHOD OF PREMIUM PAYMENT. If premiums are to be paid other than monthly, the method of calculation is the same. However, the rate for each class is first changed to quarterly, semiannual or annual rates by multiplying them by 2.9852, 5.9557 or 11.8227, respectively. All results are taken to the nearest cent. If the Policyholder and the Insurance Company agree to a change in the method of premium payment or to a change in the Anniversary Date, a pro rata adjustment will be made in the premium due.

CHANGES IN PREMIUM RATES. Any premium rate may be changed by the Insurance Company from time to time with at least 31 days advance written notice. No such change will be made until 12 months after the Effective Date. An increase will not be made more often than once in a 12-month period. If an increase in premium rates takes place on a date that is not a Premium Due Date, a pro rata premium will be due on the date of the increase. The pro rata premium will apply for the increase from the date of the increase to the next Premium Due Date. If a decrease in premium rates takes

place on a date that is not a Premium Due Date, a pro rata credit will be granted. The pro rata credit will apply for the decrease from the date of the decrease to the next Premium Due Date.

The Insurance Company may change rates immediately if, following the latter of the effective date or renewal date, the enrolled population either increases or decreases by 15% or more.

The Insurance Company may change rates immediately if, following the latter of the effective date or renewal date:

- a change in weeks of travel which would require a change of 15% more or less in the premium with respect to any Employer participating in the coverage;
- any Employer participating in the coverage fails to provide sufficient information, as required by the Insurance Company to confirm adequacy of premiums currently being paid; or
- any reinsurance obtained by the Insurance Company in connection with underwriting or renewal of the policy is terminated for any reason, or if its cost increases by 15% or more, or the Insurance Company's retention increases by 15% or more.

As of any Anniversary Date after the policy has been in force for 12 months, the Insurance Company may grant a credit in such amount as it may determine, based on experience. The experience under this policy may be combined with the experience under other contracts issued by the Insurance Company or its affiliates and covering the policyholder or its employees.

The Insurance Company may change rates immediately if, in its opinion, its liability is altered by any change in state or federal law or by a revision in the insurance under the policy. Any such change in rates will take effect on the effective date of the change in law or change in the insurance.

CANCELLATION OF POLICY

The Policyholder may cancel the policy as of any Premium Due Date by giving written notice to the Insurance Company before the date. In the event the Policyholder cancels the policy on a Premium Due Date which is other than the policy Anniversary Date, the Insurance Company will return the unearned portion of premium paid. Notwithstanding the foregoing, in the event the Policyholder cancels the policy during the first year that the policy is effective, the Insurance Company will not return the unearned portion of premium paid for the first year.

The Insurance Company may cancel the policy due to the following reasons only:

- with at least 31 days prior written notice, if the Insurance Company ceases to offer coverage of this type, in accordance with applicable state or federal law;
- as of any Premium Due Date, if the premium is not received at the Home Office or by an authorized agent of the Insurance Company when due;
- immediately, if the Employer has performed an act or practice that constitutes fraud or has intentionally misrepresented a material fact;
- if the Insurance Company withdraws from the health insurance market with prior written notice and in accordance with applicable state or federal law;
- in accordance with any applicable state law, if it is determined that the size of the Employer group has changed, making such group eligible for a guaranteed issued small group product;
- in accordance with any applicable state or federal law, if prior notice is given to the Employer;
- as to an Employer member of a trust to which this policy is issued, when the Employer's membership in the trust ceases, in accordance with applicable state or federal law.
- In the event of termination by the Insurance Company, the Insurance Company shall compute the earned premium and promptly return the unearned portion of premium paid. Premium adjustment may be made either at the time termination is effective or as soon as practical after termination becomes effective, but payment or tender of unearned premium is not a condition of termination.
- Premium is considered to be earned based upon the number of weeks of travel which occurred up to the date of termination. If the Policyholder cannot identify the number of weeks of travel which occurred up to the termination date, the Insurance Company will consider premiums to be earned based upon the number of months the policy was in effect prior to termination.

Coverage will cease at midnight on the date on which termination occurs, unless otherwise stated above.

Uniform Modification of Coverage. At renewal, the provisions of this policy may be modified to reflect product revisions which have been uniformly made to this product.

GRACE PERIOD. If, before a Premium Due Date, the Policyholder has not given written notice to the Insurance Company that the policy is to be canceled, a Grace Period of 31 days will be granted for the payment of each premium after the initial premium. The policy will stay in effect during that time. If any premium is not received at the home office or by

an authorized agent of the Insurance Company by the end of the Grace Period, the policy will automatically be canceled at the end of the Grace Period; except that, if the Policyholder has given written notice in advance of an earlier date of cancellation, the policy will be canceled as of the earlier date. The Policyholder will be liable to the Insurance Company for any unpaid premium for the time the policy was in force.

MISCELLANEOUS PROVISIONS

EXECUTION OF POLICY. The policy is executed at the Home Office of the Insurance Company. The Post Office address of the Insurance Company is Hartford, Connecticut.

CONSIDERATION. The policy is issued to the Policyholder in consideration of the application and payment of premiums.

INSURANCE DATA. The Policyholder will give the Insurance Company all of the data that it needs to calculate the premium and all other data that it may reasonably require. Failure of the Policyholder to give this data will not void or continue an Employee's insurance. The Insurance Company has the right to examine the Policyholder's records relative to these benefits at any reasonable time while the policy is in effect. It also has this right until all rights and obligations under the policy are finally determined.

MALE PRONOUN. The male pronoun as used herein will be deemed to include the female.

ADMINISTRATION. The Insurance Company will deal solely with the Policyholder who will be deemed the representative of each Employer. Any action taken by the Policyholder will be binding on the Employers.

ADDITIONAL PROGRAMS, SERVICES AND RESOURCES. In addition to the insurance benefits described in this policy, the Insurance Company may provide or arrange for others to provide additional programs, services, and resources that are intended to promote the well-being and sense of security of our members in the event they may require emergency care services while traveling outside their home country. Contact the Insurance Company for details regarding any such additional programs and services.

PROVISIONS

ENTIRE CONTRACT. The entire contract will be made up of the policy, the application of the Policyholder, a copy of which is attached to the policy and all subsequent versions of the policy, and the applications, if any, of the Employees.

POLICY CHANGES. Changes may be made in the policy only by amendment signed by the Policyholder and by the Insurance Company acting through its President, Vice President, Secretary, or Assistant Secretary. No agent may change or waive any terms of the policy.

STATEMENTS NOT WARRANTIES. All statements made by the Policyholder or by an insured Employee will, in the absence of fraud, be deemed representations and not warranties. No statement made by the Policyholder or by the Employee to obtain insurance will be used to avoid or reduce the insurance unless it is made in writing and is signed by the Policyholder or the Employee and a copy is sent to the Policyholder, the Employee or his Beneficiary.

NOTICE OF CLAIM. Written notice of claim must be given to the Insurance Company within 30 days after the occurrence or start of the loss on which claim is based.

If notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written notice was given as soon as was reasonably possible.

CLAIM FORMS. When the Insurance Company receives the notice of claim, it will give to the claimant, or to the Policyholder for the claimant, the claim forms it uses for filing proof of loss. If the claimant does not get these claim forms within 15 days after the Insurance Company receives notice of claim, he will be considered to have met the proof of loss requirements if he submits written proof of loss within 90 days after the date of loss. This proof must describe the occurrence, character and extent of the loss for which claim is made.

PROOF OF LOSS. Written proof of loss must be given to the Insurance Company within 90 days after the date of the loss for which claim is made. If written proof of loss is not given in that time, the claim will not be invalidated nor reduced if it is shown that written proof of loss was given as soon as was reasonably possible.

PHYSICAL EXAMINATION. The Insurance Company, at its own expense, will have the right to examine any person for whom claim is pending as often as it may reasonably require.

LEGAL ACTIONS. No action at law or in equity will be brought to recover on the policy until at least 60 days after proof of loss has been filed with the Insurance Company. No action will be brought at all unless brought within 3 years after the time within which proof of loss is required by the policy.

TIME LIMITATIONS. If any time limit set forth in the policy for giving notice of claim or proof of loss, or for bringing any action at law or in equity is less than that permitted by the law of the state in which the Employee lives when the policy is issued, then the time limit provided in the policy is extended to agree with the minimum permitted by the law of that state.

CERTIFICATES. The Insurance Company will issue to the Policyholder for delivery to each insured Employee an individual certificate. The Policyholder will be responsible for distributing the certificates to its Employees. The certificate will show the benefits provided under the policy. It will set forth any changes in benefits due to age and to whom benefits will be paid. Nothing in the certificate will change or void the terms of the policy.

COMPLIANCE. The Insurance Company's products and services may not be available in all jurisdictions and are expressly excluded from this policy where prohibited by applicable law, including but not limited to, anti-corruption laws and economic sanctions programs administered by the U.S. Treasury Department's Office of Foreign Assets Control.

HOME COUNTRY COVERAGE. The Policyholder certifies that each Employer participating in the coverage has certified that all employee travelers to be covered under this Policy have comprehensive medical benefits in their country of permanent assignment in compliance with applicable laws and regulation, or if applicable, such employees maintain government sponsored comprehensive medical benefits. The Policyholder certifies that each Employer has acknowledged that this coverage is not a substitute for such medical benefits in the employee's country of permanent assignment, and that expenses for medical services incurred in an employee's country of permanent assignment are not covered under this Policy.

MULTIPLE INTERNATIONAL COVERAGES. The Policyholder certifies that each Employer has certified that the covered persons are only covered under one international policy offered by the Insurance Company. The Policyholder certifies that each Employer has acknowledged that a covered person cannot have coverage under another international policy offered by the Insurance Company.

NON-COMPLIANCE WITH POLICY REQUIREMENTS. Any express or implied waiver by the Insurance Company of any requirements of this policy is not a continuing waiver of such requirements. Any failure by the Insurance Company to enforce any policy provision will not be a waiver or amendment of that provision.

WORKERS COMPENSATION INSURANCE. This policy is not in lieu of and does not affect requirements for coverage under any Workers' Compensation law. The Insurance Company reserves the right to coordinate benefits and subrogate against any workers compensations claims.